



FEDERAL COLLECTION POLICY NOTICE

The Federal Government is authorized by law to take any or all of the following actions in the event your VA-guaranteed or VA-financed loan payments become delinquent or you default on your VA-guaranteed or VA-financed loan:

- Your name and account information may be reported to a credit bureau.
- Additional interest and penalty charges may be assessed for the period of time that payment is not made.
- Charges to cover additional administrative costs incurred by the Government to service your account may be assessed.
- Amounts owed to you under other Federal programs may be offset.
- Your account may be referred to a private collection agency to collect the amount due.
- Your account may be referred to the Department of Justice for litigation in the courts.
- If you are a current or retired Federal employee, your salary or civil service retirement benefits may be offset.
- Your debt may be referred to the Internal Revenue Service for offset against any amount owed to you as an income tax refund.
- Any written - off debt may be reported to the Internal Revenue Service as taxable income.

All of these actions can and will be used to recover any debts owed the Department of Veterans Affairs when it is determined to be in the best interest of the Government to do so.

CERTIFICATION

I have read and I understand the actions the Federal Government can take in the event that I fail to meet my scheduled payments in accordance with the terms and conditions of my agreement to purchase property with a VA-guaranteed or VA-financed loan.

Signature: _____ Date: _____

VA CERTIFICATIONS

VETERAN'S NEAREST LIVING RELATIVE:

NAME_____

ADDRESS_____

TELEPHONE (_____)_____

RELATIONSHIP TO VETERAN:_____

CHILD CARE COSTS: (COMPLETE ONE)

A. I/WE HEREBY CERTIFY THAT OUR MONTHLY CHILD CARE COSTS ARE:
\$_____ PER MONTH.

B. I/WE HEREBY CERTIFY THAT WE DO NOT INCUR CHILD CARE EXPENSES
FOR THE FOLLOWING REASONS:

C. I/WE HEREBY CERTIFY THAT OUR CHILD/CHILDREN ARE CARED FOR
FREE OF CHARGE BY THE FOLLOWING PERSON(S):

NAME_____

TELEPHONE (_____)_____

ADDRESS_____

RELATIONSHIP TO BORROWER:_____

VETERANS SIGNATURE

DATE

SPOUSE'S SIGNATURE

DATE

INTEREST RATE AND DISCOUNT STATEMENT

1. This statement regarding the interest rate and discount points that you may pay on a mortgage guaranteed by VA (Department of Veterans Affairs) must be delivered to you prior to execution of the borrower's certification on the HUD/VA Addendum to the Uniform Residential Loan Application.
2. VA does not establish the interest rate for mortgage loans to be guaranteed or set either a maximum or minimum on the interest rate or on discount points that may be paid by you. This means that you may pay such interest rate and discount points as you and the lender agree upon. The seller may also pay the discount points, or a portion thereof, if you and the seller agree to such an arrangement.
3. It is important for you to understand that the interest rate and discount points and the length of time the lender will honor the loan terms are all freely negotiable with the lender. Lenders may agree to offer the loan terms for a definite period of time (i.e., 30, 60, or 90 days), or may refuse to do so. This arrangement is commonly referred to as a lock-in-agreement. Keep in mind that your agreement with the seller will also affect the date you can close your loan.
4. The terms of your agreement with the lender will determine the degree, if any, that the interest rate and discount points may change before closing. An increase of more than 1 percent in the interest rate requires re-underwriting of the loan approval by VA or by the lender. It may be necessary for the lender to obtain your signature on a new application. If, after re-underwriting, it is determined that you remain qualified from a credit risk standpoint, the conditions of your agreements with the lender and the seller may require you to complete the transaction or lose your deposit.

IT IS YOUR RESPONSIBILITY TO ASSURE THAT YOU UNDERSTAND THE TRANSACTION.

Veteran's Signature: _____

Dated: _____

Case Number: _____

Veterans Name: _____

Property Address: _____

REAL ESTATE CERTIFICATION FORM

We do hereby certify that the terms of the purchase agreement are true to the best of our knowledge and belief, and that any other agreement(s) entered into by any of these parties in connection with this transaction is attached to the purchase agreement.

We hereby certify that we have no knowledge of any loans that have been or will be made to the buyer(s) for purposes of financing this transaction, that the buyer(s) have not been paid or reimbursed for any of the cash down payment, that the buyer(s) have not and will not receive any payment or reimbursement for any of the closing costs which have not been previously disclosed in the purchase agreement (including addenda).

<div><div></div><div>Borrower</div></div> <div><div></div><div>Date</div></div>	<div><div></div><div>Seller</div></div> <div><div></div><div>Date</div></div>
<div><div></div><div>Borrower</div></div> <div><div></div><div>Date</div></div>	<div><div></div><div>Seller</div></div> <div><div></div><div>Date</div></div>
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<div><div></div><div>Selling Real Estate Agent</div></div> <div><div></div><div>Date</div></div>	

IDENTITY OF BORROWER AND SELLER RELATIONSHIP

This is to certify that I/we ☐ are ☐ are not family related or affiliated through a business relationship with the seller of the subject property, the real estate agent(s) and the mortgage company.

<div><div></div><div>Borrower</div></div> <div><div></div><div>Date</div></div>	<div><div></div><div>Borrower</div></div> <div><div></div><div>Date</div></div>
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VA/CALVET AMENDATORY CLAUSE

This amends the purchase agreement (deposit receipt) dated _____ and Escrow Instructions dated _____ subsequent thereto.

It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with CalVet or VA requirements a written statement by the Veterans Administration (USDVA), or CalVet (California DVA) setting forth the appraised value of the property of not less than \$ _____. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Veterans Administration and/or CalVet will insure. The Veterans Administration and/or CalVet does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

<div><div></div><div>Borrower</div></div> <div><div></div><div>Date</div></div>	<div><div></div><div>Seller</div></div> <div><div></div><div>Date</div></div>
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NATIONAL GUARD & RESERVES STATUS

The Soldier's and Sailor's Civil Relief Act mandates certain benefits to members of the National Guard or Reserves who are called to active duty. The California Department of Veterans Affairs wants to insure that our contract holders are aware of these benefits. If you are currently a member of a National Guard or Reserve unit and are subject to being called to active duty we ask that you provide the information requested below so that we may keep you informed on this issue after your loan has closed.

NAME _____ SSN _____

I AM A MEMBER OF ☐ NG ☐ RESERVES UNIT _____

If you answered in the affirmative to this question, please answer the following questions:

WHAT IS THE TERMINATION DATE OF YOUR RESERVE OR
NATIONAL GUARD OBLIGATIONS? _____

ARE YOU CURRENTLY ON ACTIVE GUARD/RESERVE
(AGR) STATUS? ☐ YES ☐ NO

HAVE YOU BEEN ORDERED TO ACTIVE DUTY? ☐ YES ☐ NO

IF SO, WHEN IS YOUR REPORTING DATE? _____

WHAT IS THE TERMINATION DATE OF THESE ACTIVE
DUTY ORDERS? _____

Submit this form with your Cal-Vet loan application.

If you are currently in the NG or Reserves, please have the Commanding Officer of your unit provide the following information:

_____ is a member of _____
Name NG/Reserve Unit

This unit ☐ HAS ☐ HAS NOT received mobilization orders as of _____
Date Signed

Signature _____
Commanding Officer

This verification from your NG or Reserve Unit may be provided by any of the following means:

- Have this portion of the form completed and signed by your CO and submit it with your application or mail it to Cal-Vet Loans, Loan Processing Unit, 1227 O Street, Sacramento, CA 95814. The information may also be provided on command letterhead.
- Fax the information to (916) 653-9641
- Have your unit headquarters e-mail the information to LoanProcessing@cdva.ca.gov

NATIONAL GUARD & RESERVES STATUS SPOUSE

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